

## Appendix 2





- [illegible]


- [illegible]

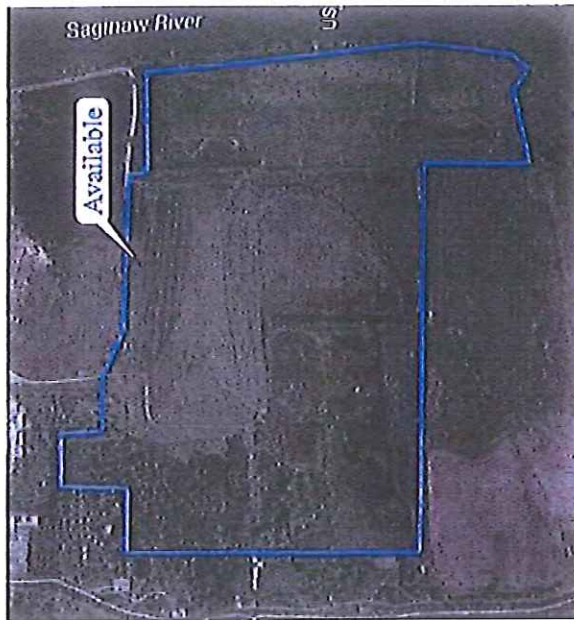
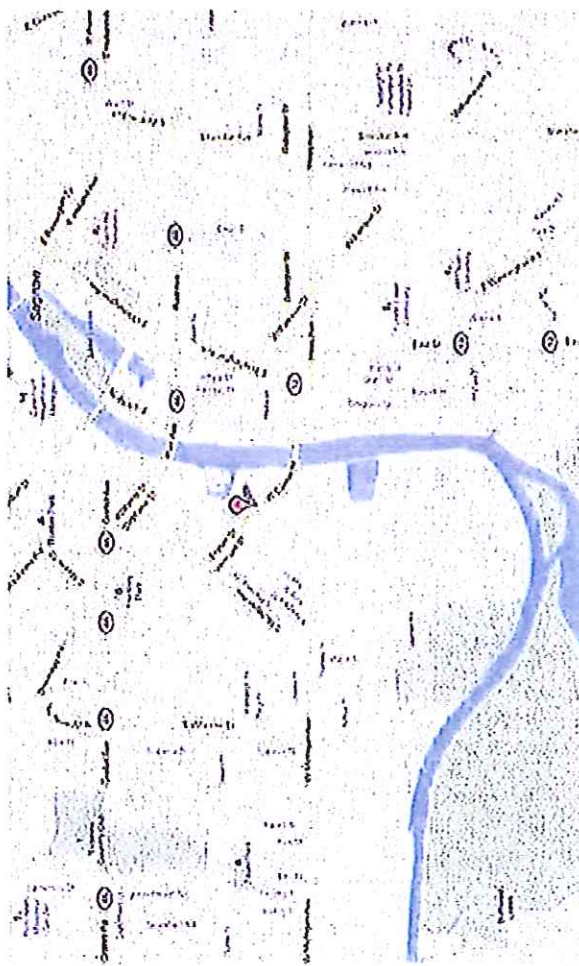
1.2

# RACER TRUST PROPERTY AVAILABLE IN SAGINAW, MI

4

## Property Location

 Greenpoint Landfill Land  
3300 Salt Road  
Saginaw, MI 48602



[racetrust.org](http://racetrust.org)

*\*Disclaimer: Property boundaries presented on this map are for informational purposes only and have not been prepared for legal, engineering, or surveying purposes. RACER makes no representations as to the accuracy of the maps, aerial photographs, or boundary depictions contained herein.*

## APPENDIX 3



**TRANSFER AFFIDAVIT**

STATE OF MICHIGAN)

) ss:  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says as follows:

1. [Check whichever is applicable:]

\_\_\_\_\_ I will be the Transferee of the property which is described below (Transfer Property).

\_\_\_\_\_ I am the duly authorized representative of \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_

(Transferee). The Transfer Property will be transferred to Transferee [ ]  
or the Transferee will operate the Transfer Property pursuant to an  
operations agreement [ ]. (check applicable)

2. The Transfer Property is described as follows:

(the Transfer Property).



3. The Michigan Department of Natural Resources (MDNR), the County of Saginaw (Saginaw) and Transferee have entered into an agreement dated \_\_\_\_\_ for the transfer of the Transfer Property to Transferee or have negotiated a operations agreement for the Transfer Property to be operated by the Transferee. The transfer or the execution of the operations agreement is expected to occur on or about \_\_\_\_\_.

4. Transferee is not subject to potential liability under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 *et seq*, the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984 ("RCRA"), 42 U.S.C. § 6901 *et seq.*, and/or any other law, for Existing Contamination (as defined in the Settlement Agreement and Covenant Not to Sue, referred to as the Agreement, entered into between the United States on behalf of the Environmental Protection Agency, the MDNR, and Saginaw) at the Transfer Property.

5. Transferee has not caused or contributed to the release or threat of release of any amount of the Existing Contamination (as defined in the Settlement Agreement and Covenant Not to Sue, referred to as the Agreement, entered into between the United States on behalf of the Environmental Protection Agency, MDNR and Saginaw).

6. Transferee's use of the Transfer Property will not result in a release or threat of release of any Waste material (as defined in the Agreement) except in compliance with law.

7. Transferee's use of the Transfer Property will not cause or contribute to the migration or new release of any Existing Contamination or any new threat to human health or the environment caused by any such release or threat of release.



8. I certify that, to the best of my knowledge and belief, the statements above are materially accurate and complete and that I am authorized to legally bind Transferee.

9. Transferee agrees to comply with all conditions and requirements of the Agreement, including but not limited to, access and maintaining existing restrictive covenants on the Transfer Property to the full extent of its authority.

Further, Affiant sayeth not.

Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission expires: \_\_\_\_\_

